

**REMARKS**

Applicants respectfully request reconsideration of the instant application in view of the following remarks. Claims 1-7, 9-12, 14, 73-80 and 133-140 are currently pending in the application. Claims 8 and 13 have been previously canceled without prejudice or disclaimer. Claims, 15-72, 81-132 and 141-194 have been previously withdrawn.

**Claim Rejections - 35 U.S.C. § 102**

Claims 1, 5, 9-12, 73, 77, 80, 133, 137 and 140 have been rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Tavor, et al. Although the Office Action indicates Tavor, et al. is US Patent 5,553,347, Applicants believe this may be a typographical error and that the asserted patent is Tavor, et al. - US Patent No. 6,553,347. Applicants request clarification of the cited reference and corresponding patent number if the rejection is not based on the Tavor, et al., the '347 patent. However, Applicants submit that the pending claims are not anticipated by the cited reference.

Independent claim 1 recites *inter alia*:

A method for facilitating an on-line bounce back transaction,  
comprising:  
transmitting a conditional purchase offer to acquire a first  
product or service...  
receiving an acceptance of said conditional purchase offer  
and a bounce back offer to acquire a second product or service....

Applicants respectfully submit that cited reference does not teach, disclose or suggest transmitting a conditional purchase offer for a first product or service, receiving an acceptance of the conditional

purchase offer and a bounce back offer to acquire a second product or service, as recited in independent claim 1.

The Examiner asserts that "[T]he electronic negotiation with an offer price and a discount incentive of Tavor, see column 2, lines 9-41, is seen to disclose the claimed conditional purchase offer with bounceback offer, and the bounceback further explained, see column 2, lines 55-61 and column 14, lines 5-23." (See, Office Action, page 2, ¶ 5). Applicants submit that Tavor's negotiation process does not anticipate the claimed invention and instead is focused on realizing a single seller-driven negotiation. More specifically, Tavor discloses, "The system [merchant/vendor] offers the product for a specific price, a price that may be optionally decreased as negotiation continues." (See, Tavor, Col. 4, lines 26-28).

In order to facilitate the negotiation and motivate a buyer to accept the system's offer, Tavor's system "negotiates on many more parameters than simply price, itself." (See, Tavor, Col. 2, lines 21-22). For example, the system "may offer the user [a buyer] several presents or benefits in order to secure the sale." (See, Tavor, Col. 2, lines 23-24). As such, Applicants submit that Tavor's system is directed to combining an offer price and a discount incentive to secure a sale. Further, Applicants submit that this combination to secure a single sale does not anticipate submitting a conditional purchase offer, receiving an acceptance indication of the conditional purchase offer and a bounce back offer to acquire a second product, as recited in independent claim 1.

Moreover, Applicants submit that Tavor's system merely presents an incentive to the user in order that a single seller can secure a single sale. Therefore, Tavor does not anticipate the claimed invention wherein the bounce back offer to acquire a second product may lead to a new negotiation with a supplier-partner through hyperlinks or other means of making the cobranded supplier's products available to the user. Thus, the system of the claimed invention provides the

opportunity for a user to purchase additional products, not simply offered as incentives, but as new opportunities with additional sellers. Tavor does not anticipate such a system.

For at least these reasons, Applicants submit that independent claim 1 is patentably distinct from the cited reference. Applicants submit that independent 73 and 133 are patentably distinct from the cited reference for at least similar reasons. Moreover, Applicants submit that claims 2-7, 9-12, 14, 74-80, and 134-140, which are directly or indirectly dependent on independent claims 1, 73, or 133 respectively, are also patentably distinct from the cited reference for at least similar reasons. Accordingly, Applicants respectfully request withdrawal of this ground of rejection.

#### **Rejections under 35 USC § 103**

Claims 2-3, 74-75, 134-135 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al. Claims 4, 6-7, 76, 78-79, 136, 138-139 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al., in view of Microsoft Office 2000 Professional Edition. Claim 14 has been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al., in view of Logan, et al. (US Patent No. 6,199,076).

Applicants respectfully submit neither Microsoft Office 2000 Professional Edition nor the Logan patent remedy the deficiencies identified above with regard to the Tavor, et al. patent. Since Applicants' current remarks overcome the pending rejections, Applicants reserve the right to provide additional bases for overcoming the Examiner's rejections based on the cited prior art. Accordingly, Applicants submit that the cited references, taken alone or in combination, do not teach, disclose or suggest the claimed invention as discussed above. Applicants further submit that

any remaining references and art cited and not relied upon also fail to cure the deficiencies set forth above. Therefore, Applicants request withdrawal of the rejections on these grounds.

### **CONCLUSION**

As such, Applicants submit the claimed invention recited in independent claims 1, 73, and 133 are clearly patentably distinct from the cited references for at least these reasons, among others. Furthermore, in view of the fact that each of the independent claims of the instant application are distinguishable from the cited references for the aforementioned reason, Applicants submit that the dependent claims of the instant application are also distinguishable for at least similar reasons. Accordingly, Applicants request withdrawal of these grounds of rejection.

### **AUTHORIZATION**

The Commissioner is hereby authorized to charge any additional fees which may be required for consideration of this Amendment to Deposit Account No. 03-1240, Order No. 17200-560. In the event that an additional extension of time is required, or which may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to Deposit Account No. 03-1240, Order No. 17200-560.

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BY: 

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